

**MUTUAL AID AGREEMENT FOR FIREFIGHTING, RESCUE EMERGENCY  
MEDICAL SERVICES, HAZARDOUS MATERIALS AND SPECIAL OPERATIONS  
ASSISTANCE**

This Mutual Aid Agreement for Firefighting, Rescue Emergency Medical Services, Hazardous Materials and Special Operations Assistance is made and entered into on this 2 day of ~~December~~ 2014 by and between Howard County, Maryland ("Howard County"), a body corporate and politic and Montgomery County, Maryland ("Montgomery County"), a body corporate and politic, on behalf of the Montgomery County Fire and Rescue Service.

**Recitals**

WHEREAS, each of the parties recognizes the possibility that emergencies and circumstances may occur when equipment and personnel for firefighting, emergency medical services, hazardous materials services, and special operations, as maintained by each of the jurisdictions individually; may not be adequate to afford full and complete protection to property and to inhabitants within each respective area of operation; and

WHEREAS, each of the parties recognizes that fire and rescue services of one jurisdiction are routinely dispatched to the other jurisdiction based on geographical proximity and availability of resources; and

WHEREAS, the Maryland Public Safety Code Ann. § 7-103 (2013) states that "[a] fire, rescue, or emergency medical services entity may enter into and renew a mutual aid agreement in accordance with this section with ... a fire, rescue, or emergency medical services entity of this State;" and

WHEREAS, the parties to this Agreement each maintain equipment and personnel to provide fire suppression, emergency medical, hazardous materials and special operations response services within their respective jurisdiction; and

WHEREAS, Montgomery County and Howard County are geographically contiguous, thereby facilitating the timely and efficient provision of fire suppression, emergency medical, hazardous materials, and special operations services to each to mutually assist the other; and

WHEREAS, it is deemed mutually sound, desirable, and beneficial for the parties to render mutual aid assistance to one another according to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

## Concept of Operation

- 1.1 Activation of Services. An official request for services and support under this Mutual Aid Agreement will be generated from the requesting jurisdiction's 911 Communications Center and accepted by the responding jurisdiction's 911 Communications Center. Upon receipt of an official request for emergency services, equipment and personnel will be dispatched to the requesting jurisdiction pursuant to the terms and conditions set out in this Mutual Aid Agreement.
- 1.2 Standard Operating Procedures. The provision of mutual aid pursuant to this Agreement will be in accordance with adopted administrative and operational procedures and guidelines currently in place or cooperatively developed after the signing of this Agreement and subsequently approved by the parties. The parties agree to operate and perform by all procedures, directives, and safety guidelines of the jurisdiction in which the emergency exists. EMS providers will operate within existing state approved protocols.
- 1.3 Communication. The parties to this Agreement will communicate through the 800 MHz radio system on a pre-designated channel.
- 1.4 Command and Control. Where equipment and personnel are provided pursuant to this Mutual Aid agreement, control and command shall be in compliance with the provisions of the Department of Homeland Security's National Incident Management System ("NIMS") and the Incident Command System ("ICS"). The first responder on the scene from either jurisdiction who meets the qualifications of Incident Commander ("IC") of their home jurisdiction will act as the IC until a qualified responder from the requesting jurisdiction in which the emergency exists arrives on scene and assumes command. The qualifications for IC will be determined individually by each jurisdiction. All emergency responders will continue to follow their normal chain of command and crew integrity shall be maintained during any operations carried out under this Mutual Aid Agreement, but the organizational units will come under the operational control of the emergency services authorities of the requesting jurisdiction.
- 1.5 Limitations.
  - 1.5.1 The jurisdiction that receives a request for mutual aid will provide, if possible, the requested equipment and personnel to the requesting jurisdiction, provided, however, that the responding jurisdiction may withhold any resources necessary to provide adequate protection and coverage in its own jurisdiction. Rendering of assistance under this Agreement is not mandatory, but the party receiving the request for assistance shall immediately inform the requesting party if assistance cannot be rendered.

- 1.5.2 Equipment, personnel, and services under this Mutual Aid Agreement shall be provided only in response to an emergency and shall not be provided for non-emergency situations, such as inter-hospital transports.
- 1.5.3 Montgomery County agrees to hold harmless and hereby indemnify Howard County from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury and/or damage to property arising from or caused by any act or omission of Montgomery County, its employees, agents, volunteers, or trainees. Furthermore, Montgomery County's obligation hereunder is subject to and contingent upon Howard County providing to Montgomery County written notice of any and all claim(s) upon which Howard County will rely on this indemnification, within 30 days of learning of the claim(s).

Howard County agrees to hold harmless and hereby indemnify Montgomery County from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury and/or damage to property arising from or caused by any act or omission of Howard County, its employees, agents, volunteers, or trainees. Furthermore, Howard County's obligation hereunder is subject to and contingent upon Montgomery County providing to Howard County written notice of any and all claim(s) upon which Montgomery County will rely on this indemnification, within 30 days of learning of the claim(s).

Montgomery County shall neither hold harmless nor indemnify Howard County from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury and/or damage to property arising from or caused by any act or omission, including intentional acts or willful acts, of Howard County, its employees, agents, trainees or volunteers.

Howard County shall neither hold harmless nor indemnify Montgomery County from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury and/or damage to property arising from or caused by any act or omission, including intentional acts or willful acts, of Montgomery County, its employees, agents, trainees or volunteers.

Each party agrees and understands that the combined liability for indemnification, both independent of and under this Agreement, for any claims, shall be limited to the types of liability and the maximum damage amounts established in the Local Government Tort Claims Act, Section 5-301, *et seq.*, Courts & Judicial Proceedings Article, Annotated Code of Maryland (LGTCA). Accordingly, the maximum amount of loss or damage covered by this indemnification is \$200,000 per an

individual claim and \$500,000 in the aggregate for any and all claims that arise from the same occurrence. This Agreement should not be construed, either expressly or implicitly, to waive any governmental, statutory or other immunity possessed by each party or its employees, agents, trainees, or volunteers.

The indemnity obligations of Montgomery County hereunder are expressly conditioned upon future appropriation of funds by the Montgomery County Council in support of the Montgomery County's indemnity obligations set forth in this Agreement pursuant to Charter of Montgomery County, Section 311.

This indemnification is limited by the LGTCA notice requirements.

1.5.4 The responding party will make every effort to cooperate with the requesting party in any investigation resulting from an incident, accident, or occurrence involving the activities of the responding party under this Agreement. In addition to any investigation of the incident by the requesting party, the responding party should conduct its own investigation to ensure the preservation of any evidence or testimony which may be needed for defense purposes should litigation result. The requesting party may conduct an independent and parallel investigation of the incident, accident, or occurrence on the scene regardless of any other investigation being conducted.

1.5.5 The Parties' Agreement to indemnify the other will in no way be construed to constitute a waiver of any common law or statutory immunity or limitation on liability to which either party is entitled, and to the extent permitted by law, the party undertaking indemnification may raise any and all defenses that might be raised by the party being indemnified.

1.6 Notification. If one of the parties to this Agreement changes standard operating procedures, protocols, or other operating documents that will affect the provision of equipment, personnel, or services under this Mutual Aid Agreement, that party must provide written notice to the other immediately upon the implementation of the change. Likewise, if one party permanently relocates equipment within the County that affects that party's ability to provide equipment, personnel, or services under this Agreement, that party must provide immediate written notice to the other party of the change.

1.7 Reimbursement. Each party will be responsible for payment of workers' compensation, death, and other applicable benefits to its own employees or agents who are injured while carrying out functions under this Agreement to the same extent as if the injury or death occurred in the normal course of employment in the individual's employing jurisdiction, without regard to geographical location of the incident.

All mutual aid services will be rendered without reimbursement from the other jurisdiction. Each jurisdiction will pay any costs incurred by the first responder of the jurisdiction as though the cost was incurred in the individual's home jurisdiction.

This agreement is subject to the availability of funds pursuant to the Charter of Montgomery County, Maryland, Section 311 and the appropriation of funds by Howard County.

- 1.8 Training and Exercises. The officers and personnel of the parties to this Agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's facilities for guided familiarization tours consistent with local security requirements; and as feasible, to jointly conduct pre-planning inspections, drills, and training.

### **Term and Termination**

This Agreement will remain in effect for three (3) years with automatic renewal, unless terminated by either party by giving thirty (30) days written notice to the other party of its intention to terminate this Agreement.

### **General**

- 1.1 Assignment. This Agreement cannot be assigned without the prior written approval of both parties.
- 1.2 Construction. This Agreement constitutes the entire understanding between the parties and will be governed by and construed in accordance with the laws of the State of Maryland, and will be binding upon and inure to the benefit of the respective successors and assigns of parties hereto.
- 1.3 Non-Discrimination. Howard County and Montgomery County will not discriminate against any employee or volunteer on the basis of age, gender, race, color, religion, national origin, disability, marital status, sexual orientation, or political affiliation.
- 1.4 Notices.

If to Howard County:

Chief William F. Goddard, III  
6751 Columbia Gateway Drive, 4<sup>th</sup> Floor  
Columbia, Maryland 21046  
(410) 313-6000

If to Montgomery County:

Chief Steven E. Lohr  
100 Edison Park Drive, 2nd Floor  
Gaithersburg, Maryland 20878  
(240) 777-2486


- 1.5 Amendment. No amendment or modification of this Agreement shall be effective unless it is presented in writing and executed by authorized representatives of both Howard County and Montgomery County.
- 1.6 Compliance with Laws. Howard County and Montgomery County agree that each, at its own expense, shall be responsible for complying with any and all applicable federal, state, and local laws, codes, and regulations.

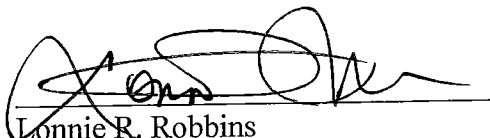
This agreement may not be enforced until adopted and approved by the Montgomery County Council pursuant to MD. CODE ANN., CRIM. PROC. § 2-105(b) and Montgomery County Code, § 2-17(d). The Montgomery County Council must approve any amendments, revisions, or renewals of this agreement. Montgomery County will provide notice to Howard County of the approval or disapproval of this agreement by the Montgomery County Council.

**SIGNATURE PAGE TO FOLLOW**

In Witness thereof, Howard County and Montgomery County have caused this Agreement to be executed and delivered on the date first written above by their duly authorized representatives.

**HOWARD COUNTY**

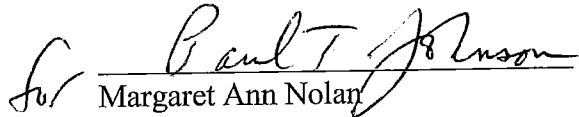
  
William F. Goddard, III, Fire Chief  
Department of Fire and Rescue Services

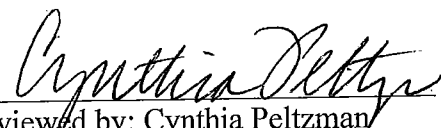
  
Lonnie R. Robbins  
Chief Administrative Officer

  
Ken Ulan  
County Executive

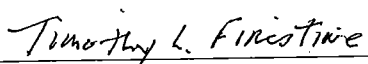
11-14-14


**APPROVED** for form and legal sufficiency  
this 12<sup>th</sup> day of November 2014 :

  
Margaret Ann Nolan  
County Solicitor

  
Reviewed by: Cynthia Peltzman  
Senior Assistant County Solicitor

**MONTGOMERY COUNTY**

  
Timothy L. Firestine  
Chief Administrative Officer

  
Fire Chief Steven E. Lohr  
Montgomery County Fire Rescue Service

**APPROVED** for form and legal sufficiency  
this 14<sup>th</sup> day of December 2014 :

  
Bernadette F. Lamson  
Associate County Attorney